

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> , Debtors.	CHAPTER 11 Case No. 08-13555 (SCC)
LEHMAN BROTHERS HOLDINGS INC., Plaintiff, v. 1st ADVANTAGE MORTGAGE, L.L.C., <i>et al.</i> , Defendants.	Adv. Pro. No. 16-01019 (SCC)
AND COORDINATED ADVERSARY PROCEEDINGS	

[PROPOSED] AMENDED CASE MANAGEMENT ORDER

The Court, having issued the November 1, 2016 Case Management Order [Adv. Proc. No. 16-01019, ECF No. 305] (the “Original CMO”) and the December 13, 2018 Order binding certain defendants to the Original CMO and directing defendants and Lehman Brothers Holdings Inc. (“Plaintiff”) to submit a revised CMO [Adv. Proc. No. 16-01019, ECF No. 709] (the “Order to Bind”), hereby orders as follows:

I. APPLICABILITY AND SCOPE

A. This Amended Case Management Order (the “Order”) hereby supersedes the Original CMO and the Order to Bind. This Order also applies to and governs the adversary proceedings identified on Exhibit 1. All such adversary proceedings are referred to collectively and individually herein as the “Coordinated Actions” and each of the defendants in the

Coordinated Actions is referred to herein individually as “Defendant” and collectively as “Defendants.”

B. In accordance with paragraph 6 of the Original CMO and paragraph 2 of the Order to Bind, the docket of *Lehman Brothers Holdings Inc. v. 1st Advantage Mortgage, L.L.C., et al.*, Adv. Proc. No. 16-01019 (the “Central Docket”) serves as the master docket for all Coordinated Actions. A docket entry shall be made in each of the Coordinated Actions substantially in the form stated in paragraph 2 of the Order to Bind.

C. With the exception of certain limitations set forth in this Order, Plaintiff and each Defendant (each, individually, a “Party,” and collectively, the “Parties”) are to conduct discovery in accordance with the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Rules of the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”), and the Chambers’ Rules of this Court (the “Chambers’ Rules,” with the Bankruptcy Rules and the Local Rules, and any other applicable laws or rules, the “Applicable Rules”). All discovery between the Parties will be served electronically in these Coordinated Actions.

D. The Parties shall undertake best efforts to self-govern and coordinate their prosecution and defense efforts to minimize duplicative discovery and motion practice, in order to foster the efficient and prompt management of these Coordinated Actions.

II. DEFENDANTS’ MOTIONS TO DISMISS

A. Plaintiff recently filed additional complaints (the “Additional Complaints”) against certain Defendants who filed motions for leave to appeal the denial of their motions to dismiss and/or Motion to Treat the Bankruptcy Court’s Decision Dated August 13, 2018 (Central Adversary No. 16-01019) as Findings of Fact and Conclusions of Law and for a *De Novo* Review, Including Objections, as to Subject Matter Jurisdiction and filed supplemental complaints against

other Defendants who previously filed motions to dismiss but did not seek leave to appeal the denial of those motions (the “Supplemental Complaints”). Plaintiff also recently filed complaints against new Defendants against whom it has only asserted claims related to Plaintiff’s settlement with trustees for certain RMBS trusts (the “RMBS Trustees”) (the “Newly-Filed Complaints,” and with the Additional Complaints and the Supplemental Complaints, the “Complaints”). The Complaints relate to settlements that Plaintiff has entered into with the Federal National Mortgage Association (“Fannie Mae”), the Federal Home Loan Mortgage Corporation (“Freddie Mac”) (the “GSE Claims”), and/or the settlement with the RMBS Trustees (the “RMBS Claims”).

B. Within sixty (60) days after entry of this Order, any Defendant named in a Complaint asserting RMBS Claims may file a single omnibus motion to dismiss such RMBS Claims pursuant to Fed. R. Civ. P. 12(b)(1) (lack of subject matter jurisdiction), 12(b)(3) (improper venue), 12(b)(6) (failure to state a claim upon which relief can be granted), 12(b)(7) (failure to join a party under Rule 19), 12(e) (for a more definitive statement), and 12(f) (to strike), each as made applicable by Bankruptcy Rule 7012(b) (the “Omnibus Motion to Dismiss”). With respect to the Omnibus Motion to Dismiss, to the extent the Defendants present the same arguments as motions to dismiss previously filed and ruled upon in the Coordinated Actions [Adv. Proc. No. 16-01019, ECF No. 606], any Party may request or the Court may decide *sua sponte* that the Court not hear oral argument or rule on that portion of the Omnibus Motion until the later of the District Court (i) denying certain Defendants’ motions for leave to appeal and motion to deem and any appellate or writ rights regarding such denial being exhausted, (ii) granting leave to appeal, ruling on the appeal, and any appeal rights regarding the District Court’s decision being exhausted, or (iii) granting and ruling on the motion to deem, and any appeal rights or writ regarding the District Court’s decision have been exhausted.

C. The Omnibus Motion to Dismiss shall not exceed seventy (70) pages. Any brief in opposition to any such Omnibus Motion to Dismiss shall not exceed seventy (70) pages, and shall be filed within 60 days of the service of the Omnibus Motion to Dismiss. Any reply brief in support of the Omnibus Motion to Dismiss shall not exceed thirty (30) pages, and shall be filed within 45 days of the service of the opposition. The page limits and briefing schedule in this paragraph may be modified by an order of the Court.

D. The page limitations set forth above with respect to the Omnibus Motion to Dismiss and below with respect to other filings submitted in accordance with this Order shall not apply to any exhibits that may otherwise properly be attached to or otherwise accompany any memoranda of law or affidavit(s) in support of or in opposition to a motion or to the cover page, the table of contents, table of authorities, or any signature blocks.

E. If any Defendant permitted to file or join the Omnibus Motion to Dismiss contends that it is able to present to the Court facts or issues that are unique to it as compared to the other Defendants with respect to the subject matter and legal arguments made in the Omnibus Motion to Dismiss, and were not previously raised with the Court, it may request permission from the Court to file a supplemental brief ("Supplemental Brief") not to exceed ten (10) pages. Any such request shall be made by letter request ("Letter Request") filed on the appropriate Action's docket and served on Plaintiff's counsel within five (5) business days after the filing of any Omnibus Motion. Any such Letter Request shall be no more than two (2) pages in length, and shall describe the requesting Defendant's reasons for seeking permission to file such a Supplemental Brief. Any Party that opposes a Letter Request may respond in a letter ("Letter Response") to the Court filed on the Central Docket and the appropriate individual's docket within seven (7) business days. Any Letter Response shall be no more than two (2) pages in length, and shall describe the opposing

Party's basis for its opposition. For every five (5) Letter Requests that are filed, Plaintiff's time to file Letter Responses shall be extended an additional three (3) business days.

F. If any Defendant contends that it needs more than ten (10) pages in a Supplemental Brief, it must include such request in the Letter Request. Any Party may oppose a request for additional pages in its Letter Response.

G. After the process set forth in paragraphs E and F above is complete, the Court shall rule on whether any such Supplemental Brief is appropriate. Any Supplemental Brief shall be filed within thirty (30) business days of the Court's grant of permission to do so. Plaintiff may reply to each Supplemental Brief with an answering brief not more than ten (10) pages in length briefed by the later of (i) the deadline for filing Plaintiff's opposition brief to any Omnibus Motion to Dismiss, or (ii) thirty (30) days after the filing of such Supplemental Brief. Any reply brief in support of a Supplemental Brief shall not exceed five (5) pages, and shall be filed within fifteen (15) days after the service of the opposition brief.

H. Plaintiff may (i) request that any one or more Supplemental Briefs be deemed consolidated on any common issues, and (ii) respond to such consolidated Supplemental Briefs in a single brief. Such request shall be made by letter request to the Court of no more than two (2) pages. Each Defendant that intends to submit (or has submitted) a Supplemental Brief as to which Plaintiff seeks to consolidate under this paragraph may respond in a letter to the Court of no more than two (2) pages within seven (7) business days of receipt of Plaintiff's letter request. In the event that the Court grants Plaintiff's request to consolidate one or more Supplemental Briefs, the Court shall determine the page limits for Plaintiff's consolidated brief and for any consolidated reply brief. Nothing in this paragraph prevents Plaintiff from separately responding to the

Supplemental Briefs, unless otherwise ordered by the Court, or requires any Defendant to file a consolidated reply brief, unless otherwise ordered by the Court.

I. If any Newly-Added Defendant¹ or any Defendant who has been served with a Supplemental or Additional Complaint² intends to file any threshold motion, including motions under Fed. R. Civ. Proc. 12(b)(2) (lack of personal jurisdiction); 12(b)(4) (improper process); 12(b)(5) (insufficient service of process); and 28 U.S.C. § 1404 (change of venue), which arguably address issues unique to that Defendant (the “Individual Jurisdiction/Venue Motion”), it shall request a pre-motion conference within 60 days of entry of this Order. To request a pre-motion conference, such a Defendant shall file a letter request on the Central Docket and the appropriate individual docket. Any such letter request shall be no more than two (2) pages in length, and shall describe the grounds for the proposed motion. The Court shall schedule a pre-trial conference or conferences to determine the appropriate way to handle any Individual Jurisdiction/Venue Motion.³ Notwithstanding the foregoing, to the extent any existing Defendant filed a Rule 12 motion to dismiss or motion to transfer venue in connection with the GSE claims (either on an omnibus or individual basis) that was denied, and seeks to file a motion seeking the same relief in connection with a Supplemental or Additional Complaint solely in order to preserve its appellate rights, if any, that Defendant may file a *pro forma* motion without leave of court (and without a

¹ The Newly-Added Defendants are those listed on Exhibit 2.

² Defendants who have been served with Supplemental or Additional Complaints are those listed on Exhibit 3.

³ The foregoing requirements shall not apply to Home Capital Funding d/b/a Security One Lending, who shall be permitted to file a motion to dismiss and/or motion for summary judgment as to LBHI’s claims based upon successor liability and/or alter ego pursuant to and in compliance with the requirements set forth in the Court’s October 5, 2017 Scheduling Order Regarding Discovery and Briefing in Connection with Certain Defendants’ Motions to Dismiss Based on Successor Liability Issues. *See* Adv Proc. 16-01344, ECF No. 33.

pre-motion conference) that states the relief sought and explains that it seeks the relief on the same basis upon which it sought relief in its earlier motion.⁴

J. If the Court wishes to have oral argument on the Omnibus Motion to Dismiss (including any issues raised by Supplemental Briefs) and on any Individual Jurisdiction/Venue Motions, it shall be conducted on a date or dates to be determined. It is anticipated that, in advance of any oral arguments on the Omnibus Motion to Dismiss and on any Individual Jurisdiction/Venue Motions, the Court will advise the Parties how much time, in aggregate, the Court will schedule for oral argument on the Omnibus Motion to Dismiss and Individual Jurisdiction/Venue Motions, and of any allocation of time between the Parties.

K. Discovery will not be stayed during the pendency of any motions to dismiss, however, a Party may request a stay of discovery in accordance with Local Rule 7007-1 and/or any other Applicable Rule. Any briefing schedule on a motion to stay shall be set by Court order. Discovery will not be stayed while a request for a stay is pending.

III. DEFENDANTS' ANSWERS

A. Each Defendant shall file an Answer to the Complaint(s) against it within 45 days from the entry of this Order unless such Complaint asserts RMBS Claims and such Defendant intends to join the Omnibus Motion to Dismiss or to file an Individual Jurisdiction/Venue Motion pursuant to Section II.

B. If a Defendant against whom a Complaint has been filed joins the Omnibus Motion to Dismiss or files an Individual Jurisdiction/Venue Motion, such Defendant shall file an Answer

⁴ For the avoidance of doubt, this provision applies to Defendants Universal American Mortgage Company and Eagle Home Mortgage, LLC, which shall be permitted to file *pro forma* motions to dismiss the claims in the Supplemental Complaints on claim- and issue-preclusion grounds.

to the Complaint within 30 days after the Court rules on the Omnibus or Individual Jurisdiction/Venue Motion, unless such motion is granted.

IV. INITIAL DISCLOSURES

A. The Parties shall make the initial disclosures required by Fed. R. Civ. Proc. 26(a)(1) within 30 days from the date of entry of this Order.

B. In addition the information required in Fed. R. Civ. Proc. 26(a)(1), as made applicable by Bankruptcy Rule 7026, on or before the later of (i) 45 days from the date of entry of this Order or (ii) 15 days from the entry of a protective order pursuant Section VI.E of this Order, Plaintiff shall provide, for each loan, the borrower name and address and the shelf and series of the trust containing the loan.

C. The Parties' initial disclosures shall be made in good faith and in the exercise of reasonable diligence and shall be supplemented and corrected pursuant to and in accordance with Fed. R. Civ. Proc. 26(e), as made applicable by Bankruptcy Rule 7026.

V. MOTIONS TO AMEND OR SUPPLEMENT THE COMPLAINTS

Nothing in this Order shall affect (i) Plaintiff's right to seek to amend or supplement any of the Complaints pursuant to Bankruptcy Rule 7015 or otherwise, or (ii) the Defendants' right to object to any such request for amendment or supplementation.

VI. FACT DISCOVERY

A. **Written Discovery:** Plaintiff's written discovery requests to Defendants on common issues shall contain the same requests for all Defendants. Defendants shall coordinate to serve consolidated written discovery requests on Plaintiff as to common issues. To be a common issue does not require that the responsive information be identical, but rather that the request seeks the same or a similar category of documents or information for multiple (but perhaps not all)

Defendants. Requests do not relate to Unique Issues merely because the specific responsive documents or information within a given category are different for each Defendant. Nothing in this paragraph shall prevent any Party from seeking permission from the Court to serve individual written discovery requests on another Party as to common issues for good cause shown. Any motion or request must comply with Local Rule 7007-1 and any other Applicable Rule. The limitations below may be modified by written consent of the applicable Parties without further Court order.

1. **Interrogatories:** Initial interrogatories shall be served no later than 65 days after the entry of this Order. As to common issues, the Plaintiff and all Defendants as a group shall serve no more than *[Plaintiff's Proposal: 30]* *[Defendants' Proposal: 120]* interrogatories per side, counted in accordance with Bankruptcy Rule 7033(a)(1). As to issues specific to a particular Defendant (“Unique Issues”), no Party shall serve more than *[Plaintiff's Proposal: 10]* *[Defendants' Proposal: 25]* interrogatories, except upon order of the Court (for good cause shown). Responses and objections to interrogatories shall be served within 45 days of receipt. Except as set forth herein, all interrogatories shall comply with Local Rule 7033-1.
2. **Requests for Production of Documents:** Initial requests for production of documents shall be served no later than 30 days after the entry of this Order. As to common issues, the number of requests for production shall not be limited, provided, however, that any Party may seek relief from the Court in the event that the number of requests propounded result in undue burden or are otherwise objectionable. As to Unique Issues, no Party shall serve more than 10 requests for the production of documents. Responses and objections to requests for the production of documents will be served within 30 days of receipt.
3. **Requests for Admission:** Initial requests for admission shall be served no later than 210 days after the entry of this Order. As to common issues, the Plaintiff and all Defendants as a group shall serve no more than 30 common requests for admission per side. As to Unique Issues, no Party shall serve more than 10 requests for admission. Responses and objections to requests for admission shall be served within 45 days of receipt. At the close of discovery, the Parties shall meet and confer as to the authentication of documents by stipulation or through additional requests for admission beyond those referenced in this paragraph.
4. **Timing of Document Production:**

- a. Within the later of (i) 60 days of the entry of this Order or (ii) 15 days after the entry of a protective order pursuant to Section VI.E, Plaintiff shall substantially complete production of loan files in Plaintiff's custody and/or control for mortgage loans at issue in the Coordinated Actions ("Covered Loans").
 - b. The production of documents responsive to requests for production shall commence upon the later of (i) 45 days following the service of responses and objections to requests for the production of documents, or (ii) 15 days after the entry of a protective order pursuant to Section VI.E. No Party shall be permitted to "end-load" the production of documents but rather must act in good faith and exercise reasonable diligence to produce documents on a rolling basis.
 - c. The Parties will endeavor to resolve any disagreements regarding search terms and custodians for the collection and review of electronically stored information ("ESI") no later than 45 days following the service of responses to the first set of requests for production of documents and will, if necessary, bring such disputes to the Court's attention by motion or by way of a letter request for a conference as necessary.
 - d. While the Parties are negotiating search terms and custodians, the Parties shall begin to collect and produce the following categories of documents: loan files, policies and procedures documents, documents regarding the Seller's Guide (as defined in the Complaints), servicing files, Claims Tracking Spreadsheets, applicable underwriting guidelines, hard copy communications regarding the Parties' contracts, organization charts, quality-control documents, and documents related to successor liability to the extent that such production is practical without the use of search terms.
 - e. The deadline for the substantial completion of production of documents for all matters is thirteen months from the entry of this Order.
5. **Privileged Material:** The Parties shall meet and confer no later than 120 days before the date for substantial completion of the production of documents, as set forth in Section VI.A.4.e, regarding the form and content of logs of documents withheld on the basis of privilege or work product protection. No later than 60 days before the deadline for substantial completion of fact discovery, the Parties shall submit to the Court either (i) an agreed-upon proposed order regarding such log of withheld documents withheld from production or (ii) if the Parties cannot reach agreement, separate letters to the Court describing the areas of agreement and disagreement.

B. Deposition Discovery: The Parties shall meet and confer no later than 120 days before the date for substantial completion of the production of documents, as set forth in Section VI.A.4.e, regarding a protocol for depositions of fact witnesses, which protocol shall include a deadline for the completion of depositions of fact witnesses. If the Parties are unable to agree on such a protocol for depositions of fact witnesses, the Parties shall inform the Court of their respective positions no later than 60 days before the date for substantial completion of the production of documents.

C. Third-Party Discovery: Third-party discovery may proceed in all Coordinated Actions in accordance with the Federal Rules of Civil Procedure, provided that third-party depositions will not be noticed to occur within 180 days after the entry of this Order.

D. Secure File Transfer or Similar Secure “Dataroom” Protocol: The Parties shall meet and confer regarding the use of a secure file transfer protocol (“FTP”) mechanism to produce documents to all Parties at once and/or to each Party individually.

E. Protective Order and ESI Protocol: The Parties shall meet and confer by no later than 15 days from the entry of this Order regarding a proposed protective order covering confidential material, and shall submit to the Court a proposed protective order or letters setting forth their proposed positions within 30 days after the entry of this Order. The Parties shall meet and confer by no later than 30 days from the entry of this Order regarding an ESI Protocol covering the production of electronic documents, and shall submit to the Court an ESI Protocol or letters setting forth their proposed positions within 60 days after entry of this Order.

F. Loan-Level Contract, Guideline, and Exception Identification: The Parties shall meet and confer by no later than 120 days after the entry of this Order regarding a protocol, if any, to identify loan-level contracts, guidelines and exceptions. Any disputes concerning a

protocol will be raised with the Court in accordance with Local Rule 7007-1 and any other Applicable Rule.

VII. COMPLETION OF FACT DISCOVERY

Fact discovery shall be complete by the date set forth in the fact deposition protocol provided for in Section VI.B of this Order.

VIII. EXPERT DISCOVERY

The Parties shall meet and confer regarding an appropriate schedule and protocol for expert discovery no later than 120 days before the deadline to complete fact discovery. No later than 60 days before the deadline to complete fact discovery, the Parties shall submit to the Court either (i) an agreed-upon proposed scheduling order for expert discovery or (ii) if the Parties cannot reach agreement, separate letters to the Court describing the areas of agreement and disagreement.

IX. NON-DISPOSITIVE MOTION PRACTICE

A. Pre-Motion Conferences: No non-dispositive motions shall be filed without first filing a letter request with the Court, except with respect to non-dispositive motions addressed in Section II (*i.e.*, motions regarding venue). Except as set forth herein, prior to filing a letter request for such a motion, the Parties must engage in a meet and confer to attempt to resolve their differences in good faith. Except as otherwise set forth in this order, all discovery disputes shall be governed by Local Rule 7007-1 and any other Applicable Rule.

B. Coordination of Motion Practice: With respect to any non-dispositive motions not addressed in Section II (*i.e.*, motions regarding venue), Defendants shall file an omnibus brief addressing any common issues. To the extent a Defendant contends that such common motion raises a Unique Issue, such Defendant may apply to the Court for permission to file a supplemental brief, but in no case shall such supplemental brief exceed 10 pages. Plaintiff may file corresponding oppositions to any such brief.

X. DISPOSITIVE MOTIONS AND TRIAL

A. The Parties shall meet and confer regarding an appropriate schedule for any remaining dispositive motions and trial readiness no later than 120 days before the deadline to complete expert discovery. No later than 60 days before the deadline to complete expert discovery, the Parties shall submit to the Court either (i) an agreed-upon proposed scheduling order for remaining dispositive motions and trial readiness or (ii) if the Parties cannot reach agreement, separate letters to the Court describing the areas of agreement and disagreement.

B. If any party intends to file a dispositive motion before the conclusion of the process described in Paragraph X.A., the parties shall meet and confer regarding an appropriate schedule, page limits, and coordination.

XI. RESERVATIONS

A. No Defendant shall be required to join, in whole or in part, any Omnibus Motion to Dismiss, any Individual Jurisdiction/Venue Motion, or any other motion in the Coordinated Actions. Any Defendant who does not expressly join any motion, in whole or in part, shall not waive any rights in the subject motion.

B. Subject to Local Rule 7056-1 and in accordance with any Applicable Rule, nothing in this Order prevents any Party from filing a motion for summary judgment at any time.

C. Nothing in this Order or in the participation in the briefing or discovery contemplated herein shall constitute or will be construed as (i) a waiver of any subject-matter jurisdiction, personal jurisdiction, or venue issues in connection with the Coordinated Actions; (ii) a waiver of any right of any Party to a jury trial before a federal district court or state court on any of the claims asserted by Plaintiff against that Defendant; or (iii) submission to the Bankruptcy Court for final or dispositive adjudication of any order, judgment, motion or trial by any Party.

D. Nothing in this Order will be construed to waive or limit any otherwise applicable right of any Party under the Federal Rules of Civil Procedure or other Applicable Rule.

E. Nothing in this Order will be construed to waive or limit any otherwise applicable right of any Party to (i) seek immediate interlocutory appeal of any adverse Order or proposed finding of fact or law; (ii) object to any such interlocutory appeal; (iii) seek any review by another Court of any determination by the Bankruptcy Court; (iv) seek modification of this Order for good cause shown; or (v) move to withdraw the reference.

F. All communications and documents (including drafts) exchanged between and among any current or former Defendants and/or their respective attorneys since (i) in the case of Defendants that were subject to the Original CMO either at the time it was entered or pursuant to the Court's order dated March 6, 2017 [Adv. Proc. No. 16-01019, ECF No. 398], February 3, 2016 and (ii) in the case of all other Defendants, October 1, 2018, solely in connection with the prosecution and defense of the Coordinated Actions, are deemed to be presumptively privileged communications subject to a joint defense privilege and/or attorney work product, as the case may be. This paragraph is without prejudice to any other privilege that may apply.

IT IS SO ORDERED.

Dated: [____], 2019

s/ DRAFT
Hon. Shelley C. Chapman
United States Bankruptcy Court Judge

EXHIBIT 1

Defendant Name	Adversary Proceeding Number
1AM, L.L.C. f/k/a 1st Advantage Mortgage, L.L.C.	16-01377
1st 2nd Mortgage Company of N.J., Inc. (AKA Consumer Home Lending, LLC)	18-01695
Access National Bank, as successor to Access National Mortgage Corporation	18-01757
All Home Lending, Inc.	18-01696
Alliance Mortgage Banking Corp.	18-01738
American Bank	16-01003 18-01867
American Capital Mortgage, Inc. f/k/a American Capital Mortgage Bankers, LTD	18-01697
American Home Bank, N.A., a Division of Graystone Tower Bank	18-01719
American Home Equity Corporation	16-01300
American Interbanc Mortgage, LLC	18-01698
American Lending Network, Inc.	16-01347
American Pacific Mortgage Corporation, individually and as successor by merger to Diversified Capital Funding, Inc.	16-01360
America's Mortgage Alliance, Inc.	16-01378
America's Mortgage, LLC	16-01378
AMERIS BANK, as successor by merger to The Coastal Bank	18-01760
Approved Funding Corp.	16-01284 18-01790
Arlington Capital Mortgage Corporation	16-01351 18-01840
Atlantic Bay Mortgage Group, L.L.C.	16-01311

Defendant Name	Adversary Proceeding Number
Aurora Financial, LLC f/k/a Aurora Mortgage, LLC	16-01312
Avonwood Capital Corporation	16-01358
Baltimore American Mortgage Corporation Inc.	18-01724
Banc of California, Inc., as successor by merger to Gateway Business Bank	18-01713
Banco Popular North America	18-01761
Bank of England	16-01285
Bondcorp Realty Services Inc.	16-01302 18-01792
Branch Banking and Trust Company, as successor by merger to National Penn Bank	18-01755
Broadview Mortgage Corporation	16-01286 18-01793
BWC Mortgage Services	16-01376 18-01823
BWC Real Estate Inc.	16-01376 18-01823
Capital Bank Corporation, as successor by merger to TIB Bank	16-01367
Cherry Creek Mortgage Co., Inc.	16-01287 18-01795
Choice Mortgage Bank, Inc. as successor to K & B Capital Corp.	18-01753
Circle One Mortgage Company	16-01364 18-01829
City First Mortgage Services, L.L.C.	16-01303
CMG Mortgage, Inc.	16-01332 18-01796
Colonial Savings, F.A.	18-01699

Defendant Name	Adversary Proceeding Number
Colorado Federal Savings Bank	18-01700
Commerce Home Mortgage, Inc. f/k/a Simonich Corp.	16-01376 18-01823
Congressional Bancshares, Inc. (successor-in-interest)	16-01003 18-01867
Cornerstone Mortgage Corporation d/b/a Cornerstone Mortgage Company	18-01703
Cornerstone Mortgage, Inc.	16-01288
Covino & Company, Inc.(a/k/a Luxmac), as successor by merger to Resource Mortgage Banking, Ltd.	18-01751
Crestline Funding Corporation	16-01306
CTX Mortgage Company, LLC	16-01359
DHI Mortgage Company Ltd.	16-01374
Directors Mortgage, Inc.	16-01345
DITECH Financial LLC, as successor to merger to DITECH Mortgage Corp., f/k/a Home Capital Funding, d/b/a Security One Lending	18-01830
Diversified Capital Funding, Inc.	16-01360
Draper and Kramer Mortgage Corporation d/b/a 1st Advantage Mortgage	16-01377
Eagle Mortgage Holdings, LLC as successor by merger to Eagle Home Mortgage, Inc.	16-01383
E-Loan, Inc.	18-01762
Embrace Home Loans f/k/a Advanced Financial Services, Inc. and as successor by merger to Mason Dixon Funding, Inc.	18-01756
Equity Mortgage LLC	18-01758
Fairmount Funding Ltd.	16-01385

Defendant Name	Adversary Proceeding Number
First Bank	16-01289
First California Mortgage Company	16-01313 18-01797
First Capital Corporation of Los Angeles	16-01379
First Capital Group, L.P.	16-01379
First Credit Union	18-01701
First Equity Mortgage Bankers, Inc.	16-01305
First Guaranty Mortgage Corp.	18-01702
First Horizon Home Loans Corporation	18-01759
First Independent Mortgage Company	18-01704
First Mortgage Corporation	16-01290 18-01798
First National Bank	16-01364 18-01829
First National Bank of Omaha	16-01364
First Residential Mortgage Services Corporation	16-01307
First State Bank	18-01766
Flagstar Bank FSB	18-01763
Flagstar Capital Markets Corporation	18-01763
Freedom Mortgage Corporation	16-01373
Gateway Bank, F.S.B.	16-01363

Defendant Name	Adversary Proceeding Number
Gateway Funding Diversified Mortgage Services, L.P.	16-01351 18-01840
Gateway Mortgage Group, LLC	16-01291
Genpact Mortgage Services, Inc.	18-01705
George Mason Mortgage LLC	18-01707
GFI Mortgage Bankers, Inc	18-01708
Goldwater Bank, N.A., as successor to Community Banks of Colorado	18-01754
Grand Bank, NA	18-01711
Greenwich Home Mortgage Corp.	18-01744
Group 2000 Real Estate Services, Inc.	18-01733
Guaranteed Rate, Inc.	16-01292
Guaranteed Rate, Inc. d/b/a GuaranteedRate.com	18-01799
Guild Mortgage Company individually and as successor in interest to Liberty Financial Group, Inc.	17-01001 18-01866
Hartland Mortgage Centers, Inc.	16-01317 18-01800
Home Capital Funding d/b/a Security One Lending	16-01344
Home Loan Center, Inc.	16-01342
Home Loan Mortgage Corporation	16-01319
Homeward Residential as successor to Lendia, Inc. and Lendia LLC	18-01752
iMortgage.com, Inc.	16-01283 18-01839

Defendant Name	Adversary Proceeding Number
Jersey Mortgage Company of New Jersey, Inc.	18-01731
Just Mortgage, Inc.	18-01750
Lakeland Mortgage Corporation	16-01320
LendUS, LLC, as successor by merger to NL, Inc.	18-01739
LHM Financial Corporation	18-01715
Loan Correspondents, Inc.	16-01337
Loan Simple, Inc. f/k/a Ascent Home Loans, Inc. f/k/a Placer Financial Inc.	16-01309 18-01791
LoanDepot.com, LLC	16-01283
LoanDepot.com, LLC, as successor by merger to Mortgage Master, Inc.	18-01725
Luxury Mortgage Corp.	18-01717
Maribella Mortgage, LLC	16-01322
Market Street Mortgage Corp.	18-01748
Mason McDuffie Mortgage Corporation	18-01709
MC Advantage, LLC, f/k/a Republic Mortgage Home Loans, LLC	16-01334 18-01811
Mega Capital Funding, Inc.	16-01304 18-01801
MegaStar Financial Corp.	16-01301 18-01804
Merrimack Mortgage Company, Inc.	18-01710
Monarch Funding Corp.	18-01737

Defendant Name	Adversary Proceeding Number
Mortgage Capital Associates, Inc.	16-01318
Mortgage Services III, LLC	18-01766
Mortgage World Bankers, Inc.	18-01740
Mountain America Credit Union	18-01764
Mountain America Financial Services, LLC	18-01764
Mountain West Financial, Inc.	16-01349
National Funding Company, LLC	16-01327
Network Mortgage Services, Inc.	18-01712
New Fed Mortgage, Corp.	16-01299 18-01806
North Atlantic Mortgage Corporation	16-01339
Nova Financial & Investment Corporation	18-01714
Oaktree Funding Corp.	16-01298 18-01808
On Q Financial, Inc.	18-01716
Oro Real, Inc.	16-01330
Paramount Residential Mortgage Group, Inc.	16-01293
Parkside Lending, LLC	16-01308
PMAC LENDING SERVICES, INC., individually and as successor by merger to PMC Bancorp, f/k/a Professional Mortgage Corp., and as successor by merger to Reliant Mortgage Company, LLC	16-01353 18-01842
PMC BANCORP, f/k/a Professional Mortgage Corp., individually	16-01353 18-01842

Defendant Name	Adversary Proceeding Number
Popular Mortgage Corp.	16-01335
RBC Centura Bank	18-01718
RBC Mortgage Company	18-01741
Reliant Mortgage Company, LLC individually	16-01353 18-01842
Republic State Mortgage Co., individually and as successor by merger to Union Trust Mortgage Corporation	16-01365 18-01813
Residential Home Funding Corp.	16-01361 18-01815
Response Mortgage Services, Inc.	16-01343 18-01818
RMS & Associates	18-01720
Ross Mortgage Corporation	16-01324 18-01831
Sacramento 1st Mortgage, Inc. individually and as successor by merger to Comstock Mortgage	16-01350
Salem Five Mortgage Company, LLC	18-01736
Santander Bank, N.A., f/k/a Sovereign Bank, FSB	16-01357
Seattle Bank f/k/a Seattle Savings Bank	18-01721
Secured Capital Funding Corp., as successor by merger to WJ Capital Corporation	16-01370
Security One Lending	16-01344
SecurityNational Mortgage Company	16-01325 18-01819
Shea Mortgage Inc.	16-01294
Sierra Pacific Mortgage Company, Inc.	16-0134 18-01821

Defendant Name	Adversary Proceeding Number
Skyline Financial Corp.	18-01722
Southeast Funding Alliance, Inc.	16-01314
Southern Fidelity Mortgage, LLC	18-01726
Standard Pacific Mortgage, Inc. f/k/a Family Lending Services, Inc.	16-01002
Stearns Lending, LLC	16-01001
Sterling National Mortgage Company, Inc.	16-01316 18-01824
Suburban Mortgage, Inc.	16-01295 18-01825
Summit Funding, Inc.	18-01742
Sun American Mortgage Company	16-01296 18-01826
Sun West Mortgage Company, Inc.	18-01735
Sunset Mortgage Company L.P.	16-01358
Sutton Bank	18-01743
Synovus Mortgage Corp.	18-01727
TBI Mortgage Company f/k/a Westminster Mortgage Corporation	18-01747
Texas Capital Bank, NA	18-01728
The Lending Company, Inc.	16-01331
The Mortgage Firm, Inc.	18-01745
The Mortgage House, Inc.	18-01729

Defendant Name	Adversary Proceeding Number
The Mortgage Store Financial, Inc.	16-01354
Union Mortgage Group, Inc.	18-01730
United Bank	18-01732
Universal American Mortgage Company, LLC	16-01297 16-01383
Victoria Capital, Inc.	18-01706
Vitek Real Estate Industries Group, Inc.	18-01734
Wall Street Mortgage Bankers, Ltd.	18-01746
Webster Bank N.A.	18-01723
WEI Mortgage LLC f/k/a WEI Mortgage Corporation	16-01346
Windsor Capital Mortgage Corporation	16-01333 18-01828
Winstar Mortgage Partners, Inc.	16-01371
Wintrust Mortgage Corporation, as successor by merger to SGB Corp.	16-01369 18-01820
WJ Capital Corporation	16-01370
WR Starkey Mortgage, LLP	16-01326 18-01827

EXHIBIT 2

Defendant Name	Adversary Proceeding Number
1st 2nd Mortgage Company of N.J., Inc. (AKA Consumer Home Lending, LLC)	18-01695
Access National Bank, as successor to Access National Mortgage Corporation	18-01757
All Home Lending, Inc.	18-01696
Alliance Mortgage Banking Corp.	18-01738
AMERICAN CAPITAL MORTGAGE, INC. f/k/a American Capital Mortgage Bankers, LTD	18-01697
American Home Bank, N.A., a Division of Graystone Tower Bank	18-01719
American Interbanc Mortgage, LLC	18-01698
AMERIS BANK, as successor by merger to The Coastal Bank	18-01760
Baltimore American Mortgage Corporation Inc.	18-01724
Banc of California, Inc., as successor by merger to Gateway Business Bank	18-01713
Banco Popular North America	18-01761
Branch Banking and Trust Company, as successor by merger to National Penn Bank	18-01755
Choice Mortgage Bank, Inc. as successor to K & B Capital Corp.	18-01753
Colonial Savings, F.A.	18-01699
Colorado Federal Savings Bank	18-01700
Cornerstone Mortgage Corporation d/b/a Cornerstone Mortgage Company	18-01703
Covino & Company, Inc.(a/k/a Luxmac), as successor by merger to Resource Mortgage Banking, Ltd.	18-01751
DITECH Financial LLC, as successor to merger to DITECH Mortgage Corp., f/k/a Home Capital Funding, d/b/a Security One Lending	18-01830

Defendant Name	Adversary Proceeding Number
E-Loan, Inc.	18-01762
Embrace Home Loans f/k/a Advanced Financial Services, Inc. and as successor by merger to Mason Dixon Funding, Inc.	18-01756
Equity Mortgage LLC	18-01758
First Credit Union	18-01701
First Guaranty Mortgage Corp.	18-01702
First Horizon Home Loans Corporation	18-01759
First Independent Mortgage Company	18-01704
First State Bank	18-01766
Flagstar Bank FSB	18-01763
Flagstar Capital Markets Corporation	18-01763
Genpact Mortgage Services, Inc.	18-01705
George Mason Mortgage LLC	18-01707
GFI Mortgage Bankers, Inc	18-01708
Goldwater Bank, N.A., as successor to Community Banks of Colorado	18-01754
Grand Bank, NA	18-01711
Greenwich Home Mortgage Corp.	18-01744
Group 2000 Real Estate Services, Inc.	18-01733
Homeward Residential as successor to Lendia, Inc. and Lendia LLC	18-01752

Defendant Name	Adversary Proceeding Number
Jersey Mortgage Company of New Jersey, Inc.	18-01731
Just Mortgage, Inc.	18-01750
LendUS, LLC, as successor by merger to NL, Inc.	18-01739
LHM Financial Corporation	18-01715
loanDepot.com, LLC, as successor by merger to Mortgage Master, Inc.	18-01725
Luxury Mortgage Corp.	18-01717
Market Street Mortgage Corp.	18-01748
Mason McDuffie Mortgage Corporation	18-01709
Merrimack Mortgage Company, Inc.	18-01710
Monarch Funding Corp.	18-01737
Mortgage Services III, LLC	18-01766
Mortgage World Bankers, Inc.	18-01740
Mountain America Credit Union	18-01764
Mountain America Financial Services, LLC	18-01764
Network Mortgage Services, Inc.	18-01712
Nova Financial & Investment Corporation	18-01714
On Q Financial, Inc.	18-01716
RBC Centura Bank	18-01718

Defendant Name	Adversary Proceeding Number
RBC Mortgage Company	18-01741
RMS & Associates	18-01720
Salem Five Mortgage Company, LLC	18-01736
Seattle Bank f/k/a Seattle Savings Bank	18-01721
Skyline Financial Corp.	18-01722
Southern Fidelity Mortgage, LLC	18-01726
Summit Funding, Inc.	18-01742
Sun West Mortgage Company, Inc.	18-01735
Sutton Bank	18-01743
Synovus Mortgage Corp.	18-01727
TBI Mortgage Company f/k/a Westminster Mortgage Corporation	18-01747
Texas Capital Bank, NA	18-01728
The Mortgage Firm, Inc.	18-01745
The Mortgage House, Inc.	18-01729
Union Mortgage Group, Inc.	18-01730
United Bank	18-01732
Victoria Capital, Inc.	18-01706
Vitek Real Estate Industries Group, Inc.	18-01734

Defendant Name	Adversary Proceeding Number
Wall Street Mortgage Bankers, Ltd.	18-01746
Webster Bank N.A.	18-01723

EXHIBIT 3

Defendant Name	Adversary Proceeding Number
1AM, L.L.C. f/k/a 1st Advantage Mortgage, L.L.C.	16-01377
American Bank	16-01003 18-01867
American Home Equity Corporation	16-01300
American Lending Network, Inc.	16-01347
American Pacific Mortgage Corporation, individually and as successor by merger to Diversified Capital Funding, Inc.	16-01360
America's Mortgage Alliance, Inc.	16-01378
America's Mortgage, LLC	16-01378
Approved Funding Corp.	16-01284 18-01790
Arlington Capital Mortgage Corporation	16-01351 18-01840
Atlantic Bay Mortgage Group, L.L.C.	16-01311
Aurora Financial, LLC f/k/a Aurora Mortgage, LLC	16-01312
Avonwood Capital Corporation	16-01358
Bank of England	16-01285
Bondcorp Realty Services Inc.	16-01302 18-01792
Broadview Mortgage Corporation	16-01286 18-01793
BWC Mortgage Services	16-01376 18-01823
BWC Real Estate Inc.	16-01376 18-01823
Capital Bank Corporation, as successor by merger to TIB Bank	16-01367

Defendant Name	Adversary Proceeding Number
Cherry Creek Mortgage Co., Inc.	16-01287 18-01795
Circle One Mortgage Company	16-01364 18-01829
City First Mortgage Services, L.L.C.	16-01303
CMG Mortgage, Inc.	16-01332 18-01796
Commerce Home Mortgage, Inc. f/k/a Simonich Corp.	16-01376 18-01823
Congressional Bancshares, Inc. (successor-in-interest)	16-01003 18-01867
Cornerstone Mortgage, Inc.	16-01288
Crestline Funding Corporation	16-01306
CTX Mortgage Company, LLC	16-01359
DHI Mortgage Company Ltd.	16-01374
Directors Mortgage, Inc.	16-01345
Diversified Capital Funding, Inc.	16-01360
Draper and Kramer Mortgage Corporation d/b/a 1st Advantage Mortgage	16-01377
Eagle Mortgage Holdings, LLC as successor by merger to Eagle Home Mortgage, Inc.	16-01383
Fairmount Funding Ltd.	16-01385
First Bank	16-01289
First California Mortgage Company	16-01313 18-01797
First Capital Corporation of Los Angeles	16-01379

Defendant Name	Adversary Proceeding Number
First Capital Group, L.P.	16-01379
First Equity Mortgage Bankers, Inc.	16-01305
First Mortgage Corporation	16-01290 18-01798
First National Bank	16-01364 18-01829
First National Bank of Omaha	16-01364
First Residential Mortgage Services Corporation	16-01307
Freedom Mortgage Corporation	16-01373
Gateway Bank, F.S.B.	16-01363
Gateway Funding Diversified Mortgage Services, L.P.	16-01351 18-01840
Gateway Mortgage Group, LLC	16-01291
Guaranteed Rate, Inc.	16-01292
Guaranteed Rate, Inc. d/b/a GuaranteedRate.com	18-01799
Guild Mortgage Company individually and as successor in interest to Liberty Financial Group, Inc.	17-01001 18-01866
Hartland Mortgage Centers, Inc.	16-01317 18-01800
Home Capital Funding d/b/a Security One Lending	16-01344
Home Loan Center, Inc.	16-01342
Home Loan Mortgage Corporation	16-01319
iMortgage.com, Inc.	16-01283 18-01839

Defendant Name	Adversary Proceeding Number
Lakeland Mortgage Corporation	16-01320
Loan Correspondents, Inc.	16-01337
Loan Simple, Inc. f/k/a Ascent Home Loans, Inc. f/k/a Placer Financial Inc.	16-01309 18-01791
LoanDepot.com, LLC	16-01283
Maribella Mortgage, LLC	16-01322
MC Advantage, LLC, f/k/a Republic Mortgage Home Loans, LLC	16-01334 18-01811
Mega Capital Funding, Inc.	16-01304 18-01801
MegaStar Financial Corp.	16-01301 18-01804
Mortgage Capital Associates, Inc.	16-01318
Mountain West Financial, Inc.	16-01349
National Funding Company, LLC	16-01327
New Fed Mortgage, Corp.	16-01299 18-01806
North Atlantic Mortgage Corporation	16-01339
Oaktree Funding Corp.	16-01298 18-01808
Oro Real, Inc.	16-01330
Paramount Residential Mortgage Group, Inc.	16-01293
Parkside Lending, LLC	16-01308
PMAC LENDING SERVICES, INC., individually and as successor by merger to PMC Bancorp, f/k/a Professional Mortgage Corp., and as successor by merger to Reliant Mortgage Company, LLC	16-01353 18-01842

Defendant Name	Adversary Proceeding Number
PMC BANCORP, f/k/a Professional Mortgage Corp., individually	16-01353 18-01842
Popular Mortgage Corp.	16-01335
Reliant Mortgage Company, LLC individually	16-01353 18-01842
Republic State Mortgage Co., individually and as successor by merger to Union Trust Mortgage Corporation	16-01365 18-01813
Residential Home Funding Corp.	16-01361 18-01815
Response Mortgage Services, Inc.	16-01343 18-01818
Ross Mortgage Corporation	16-01324 18-01831
Sacramento 1st Mortgage, Inc. individually and as successor by merger to Comstock Mortgage	16-01350
Santander Bank, N.A., f/k/a Sovereign Bank, FSB	16-01357
Secured Capital Funding Corp., as successor by merger to WJ Capital Corporation	16-01370
Security One Lending	16-01344
SecurityNational Mortgage Company	16-01325 18-01819
Shea Mortgage Inc.	16-01294
Sierra Pacific Mortgage Company, Inc.	16-0134 18-01821
Southeast Funding Alliance, Inc.	16-01314
Standard Pacific Mortgage, Inc. f/k/a Family Lending Services, Inc.	16-01002
Stearns Lending, LLC	16-01001
Sterling National Mortgage Company, Inc.	16-01316 18-01824

Defendant Name	Adversary Proceeding Number
Suburban Mortgage, Inc.	16-01295 18-01825
Sun American Mortgage Company	16-01296 18-01826
Sunset Mortgage Company L.P.	16-01358
The Lending Company, Inc.	16-01331
The Mortgage Store Financial, Inc.	16-01354
Universal American Mortgage Company, LLC	16-01297 16-01383
WEI Mortgage LLC f/k/a WEI Mortgage Corporation	16-01346
Windsor Capital Mortgage Corporation	16-01333 18-01828
Winstar Mortgage Partners, Inc.	16-01371
Wintrust Mortgage Corporation, as successor by merger to SGB Corp.	16-01369 18-01820
WJ Capital Corporation	16-01370
WR Starkey Mortgage, LLP	16-01326 18-01827